the owner against all the world. "General possession," however, was reserved in the owner, and it was provided that the "cropper" (the alien) should have no interest or estate in the land. The owner and the alien brought an action to restrain the defendants from enforcing the provision against them for the reason that the contract does not give the alien any interest in the land. *Held*, that judgment be entered for the plaintiffs. *O'Brien* v. *Webb*, 279 Fed. 117 (N. D. Cal.).

For a discussion of the principles involved, see NOTE, *supra*, p. 209.

LIBEL AND SLANDER — DAMAGES — ADMISSIBILITY OF EVIDENCE TO SHOW MENTAL SUFFERING OF MEMBER OF PLAINTIFF'S FAMILY TO ENHANCE DAMAGES. — The defendant published a statement concerning the plaintiff which was libellous *per se*. Evidence that the publication caused mental distress to the plaintiff's seven-year-old daughter was admitted over the objection of counsel for the defendant. In overruling the objection the trial court made remarks which clearly indicated that its purpose in admitting such evidence was to show distress inflicted on the plaintiff by the distress of her child. *Held*, that the evidence was inadmissible. *Bishop* v. *New York Times Co.*, 233 N. Y. 446, 135 N. E. 845.

The direct injury suffered from a libel is to reputation, and compensation for injured reputation is therefore the principal item of damages in an action for defamation. But another direct result of a libel is mental suffering on the part of the person defamed, and compensation may be recovered for such suffering. *Lombard* v. *Lennox*, 155 Mass. 70, 28 N. E. 1125. See *Newman* v. *Stein*, 75 Mich. 402, 407, 42 N. W. 956, 957. The term "mental suffering" covers a multitude of injuries, many of which must be born as necessary incidents of existence. Admittedly one whose reputation is injured experiences sensations of shame and humiliation. How far into the realm of mental suffering should the courts go in allowing recovery in libel cases? It is true that there is an increasingly liberal tendency towards allowing recovery in cases involving mental suffering. See Archibald H. Throckmorton, "Damages for Fright," 34 HARV. L. R. 260. However, the law has not as yet gone so far as to allow recovery for mental anguish caused by sympathy for the suffering endured by others. *A. T. & S. F. R. Co.* v. *Chance*, 57 Kan. 40, 45 Pac. 60; *Dennison* v. *Daily News Pub. Co.*, 82 Neb. 675, 118 N. W. 568. This is a well-defined limitation upon any broad rule allowing recovery for mental suffering and, it is submitted, a proper one. The action of the court in excluding the evidence in the principal case is a recognition of this limitation. *Dennison* v. *Daily News Pub. Co.*, *supra*; *Sheftall* v. *Central of Georgia R. R. Co.*, 123 Ga. 589, 51 S. E. 646. *Contra*, *Ott* v. *Murphy*, 160 Iowa, 730, 141 N. W. 463. *Cf. Cahill* v. *Murphy*, 94 Cal. 29, 30 Pac. 195.

LICENSES — LICENSE TO FISH — DESTRUCTION OF LOCATION — STATUTE OF LIMITATIONS. — A Washington statute allowed exclusive fishing rights to the holder of a yearly license who marked his location in the prescribed manner. (1922 WASH. REM. CODE, § 5679.) The plaintiff held such a license and location. In 1913 the defendant, a public service corporation, destroyed the value of the location by constructing a trestle and booming ground. The plaintiff commenced action in 1919, and the defendant pleaded the Statute of Limitations, which barred actions for injury to personal property and for trespass to real property after three years. (*Ibid.* § 159.) The Statute of Limitations on actions for recovery of real property was ten years. (*Ibid.* § 156.) From judgment for the plaintiff, the defendant appeals. *Held*, that the judgment be reversed. *Irwin* v. *J. K. Lumber Co.*, 205 Pac. 424. (Wash.).

As this was an action for taking by eminent domain, the character of the property is in issue. *Aylmore* v. *Seattle*, 100 Wash. 515, 171 Pac. 659. Since earliest times fishing in navigable waters has been a public right. *Warren* v. *Matthews*, 6 Mod. 73; *Arnold* v. *Mundy*, 1 Halsted (N. J.), 1. See 27 HARV. L. REV. 750. Exclusive privileges were acquired only by grant from the sovereign. *Cf. Trustees of Brookhaven* v. *Strong*, 60 N. Y. 56. See 3 KENT, COMM., 413. But see *Arnold* v. *Mundy*, *supra*. This grant, or "free fishery," was considered real property. See *Hume* v. *Rogue River Packing Co.*, 51 Ore. 237, 92 Pac. 1065. See 2 FARNHAM, WATERS AND WATER RIGHTS, 1375, 1378. Modern statutes confer no such dignified rights. For example, in Alaska a license gives no property right in the site. *Columbia Salmon Co.* v. *Berg*, 5 Alas. 538; *Thlinket Packing Co.* v. *Harris & Co.*, 5 Alas. 471. However, this doctrine rests upon the fact that the local license is merely a tax, and the federal permit only certifies that the fish trap will not interfere with navigation. See 1915 ALAS. SESS. LAWS, c. 76. See *Columbia Salmon Co.* v. *Berg*, *supra*. The Washington statute goes beyond this, and gives the licensee exclusive rights. See 1922 WASH. REM. CODE, § 5679. This represents a compromise between various interests of the state. The necessity of advantageous commercial fishing demands some degree of exclusiveness. The state also must protect fishing for the public, therefore the exclusive permission is hedged by restrictions. It runs only from year to year; it is revocable, and is easily forfeited. *State* v. *Hals*, 90 Wash. 540, 156 Pac. 395; *Gerhard* v. *Worrell*, 20 Wash. 492, 55 Pac. 625. See 1922 WASH. REM. CODE, § 5682. The right is, then, less than a grant of a fishery, yet is more than the ordinary public fishing privilege. To hold it personal property within the meaning of the statute of limitations is in harmony with prior adjudications. *State* v. *Hals*, *supra*; *Hastings* v. *Anacortes Packing Co.*, 29 Wash. 224, 69 Pac. 776.

PAROL EVIDENCE RULE — SUBSTANTIVE LAW EXPRESSED IN TERMS OF EVIDENCE — BILLS AND NOTES — CONTEMPORANEOUS WRITTEN AGREEMENT AS PART OF CONTRACT. — In order to prevent loss on an investment in francs, the plaintiff borrowed money from the defendant on a promissory note payable on demand. Contemporaneous with the making of the note the parties agreed that the francs should be hypothecated to the defendant as security and, also, that the note should be payable when the exchange dropped to a more normal rate. This agreement was reduced to writing in a letter sent by the defendant to the plaintiff. The defendant demanded payment of the note several times prior to this action although the exchange rate had not become more normal. The plaintiff brings this action to restrain the defendant from enforcing payment and from realizing on the security. The defendant alleges that the note was to be paid within a reasonable time and counterclaims for the amount of the note and unpaid interest. *Held*, that judgment be entered for the defendant on his counterclaim. *Brunie & Maturie* v. *Royal Bank of Canada* [1922] 3 W. W. R. 82 (Alta.).

The parol evidence rule does not apply to every contract of which there is written evidence, but only to those which have been entirely integrated in that written evidence. See 2 WILLISTON, CONTRACTS, § 633. Whether or not there has been this integration of the contract depends upon the intent of the parties. See 4 WIGMORE, EVIDENCE, § 2430. The general rule has been that if the proposed evidence contradicts or varies the terms of the written contract, the presumed intent of the parties will be that the latter should be followed. But it has been suggested that a truer test is whether or not the particular element of the proposed evidence is dealt